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Morris

A G R E E M E N T

THIS AGREEMENT entered into this eleventh day of June, 1981,
between the ~~Boonton, Town of~~
MAYOR AND BOARD OF ALDERMEN OF THE TOWN
OF BOONTON, a Municipal Corporation of
the State of New Jersey, with offices at
100 Washington Street, in the Town of
Boonton, County of Morris and State of
New Jersey, hereinafter referred to as
the TOWN,

and the
~~Boonton, Town of~~
TOWN OF BOONTON ASSOCIATION OF STREET AND
WATER EMPLOYEES, hereinafter referred to as
the ASSOCIATION.

WITNESSETH:

WHEREAS, the Town and Association have met and
negotiated the terms and conditions of the employment of
employees of the Street and Water Departments of the Town
of Boonton; and

WHEREAS, the parties have mutually agreed upon the
terms and conditions of a new Contract which is to be retro-
active to begin on January 1, 1980, and to continue until
December 31, 1982.

NOW THEREFORE, in consideration of the mutual promises,
covenants and agreements between the parties which are herein
contained, the parties agree as follows:

LIBRARY
Institute of Management and
Labor Relations

SEP 21 1981

RUTGERS UNIVERSITY

X Jan. 1, 1980 Dec. 31, 1982

SECTION 1

CONTRACT: This Agreement represents the complete and final understanding on all bargainable issues between the Town and the Association.

SECTION 2

RECOGNITION: The Town hereby recognizes that the Town of Boonton Association of Street and Water is the bargaining agent for the Water and Street Department employees for the purpose of negotiations and agrees that this organization is the exclusive bargaining agent for said employees.

SECTION 3

DURATION OF THIS AGREEMENT: It is intended by all of the parties hereto that this Agreement shall cover all matters pertaining to employment, wages, salaries, hours and working conditions concerning the employees of the Water and Street Department (hereinafter referred to as Association). This Agreement is effective and is retroactive to January 1, 1980, and shall cover the years 1980, 1981 and 1982. This said Agreement is to terminate on December 31, 1982. Negotiations for the new Contract which is to begin on January 1, 1983, shall commence not later than September 8, 1982, and shall be completed by the first of January, 1983.

SECTION 4

CIVIL SERVICE CLASSIFICATIONS: All employees shall be assigned primarily to the job classification for which each employee has been rated or assigned. No person is to replace or do the job for which they are not classified except on a temporary basis.

SECTION 5

THE WORKING PERIOD: It is agreed by the parties hereto that the employees of the Association are employed on the basis of a five day, forty hour per week term, which period shall run from Monday morning to Friday afternoon and shall involve a work period each day of eight hours.

The Water and Street Department employees shall start work at 7:30 A.M., shall have one half hour for lunch between 12:00 and 12:30 and shall complete their work day at 4:00 P.M.

The Superintendents of the representative Departments may vary the times for the lunch period if required in order to efficiently perform the work of the Departments.

SECTION 6

HOURLY WAGES: All wages shall be paid every two weeks in accordance with the schedule attached hereto and marked Schedule One.

OVERTIME: All employees shall receive payment at the rate of time and one-half of their regular hourly rate for all hours worked in excess of an eight hour day. All employees shall be paid for overtime worked in any 24 hour period a minimum of 4 hours.

Payment for overtime shall be retroactive to January 1, 1980.

Regular employees shall be offered an opportunity to perform overtime work before such opportunity is offered to temporary employees. Overtime shall be distributed as equitably as possible among the employees.

SECTION 7

LONGEVITY: In addition to base pay, employees shall be entitled to compensation for longevity of service based on a calendar year in accordance with the following schedule:

| | |
|----------------------------------|--------------------------|
| 1 through 3 years | - 0 per cent of base pay |
| Beginning of 4 through 7 years | - 2 per cent of base pay |
| Beginning of 8 through 11 years | - 3 per cent of base pay |
| Beginning of 12 through 15 years | - 4 per cent of base pay |
| Beginning of 16 through 19 years | - 6 per cent of base pay |
| 20 years & thereafter | - 7 per cent of base pay |

Longevity shall be included in base pay for purpose of calculating pension benefits, but not for the purpose of calculating base salary for any other purpose.

SECTION 8

SENIORITY: In determining the number of years of service of an employee, the year in which the employee was hired shall be considered as one full year, notwithstanding that the employee may have been employed for only a portion of that year.

Any layoff or recall and vacation requests shall be granted on the basis of seniority, and all employees laid off shall be the first to be rehired.

SECTION 9

SICK LEAVE:

A. Each employee shall be entitled to fifteen days of sick leave per year, all of which shall be cumulative from year to year.

B. Upon request, an employee shall submit a doctor's certificate in the event of an absence by reason of sickness for more than three full consecutive days.

C. Upon retirement, after 25 years of service, each employee shall be paid on the basis of \$30.00 per day for each day sick leave that said employee has accumulated. The sum shall be paid in one lump sum upon retirement or upon the death of the employee before retirement or to his beneficiary.

D. The Town may require an employee who has been absent due to personal injury occurring from employment other than for the Town of Boonton submit to examination by a physician designated by the Town and at its expense. Such examination shall establish whether the employee is capable of performing his normal duties and that his health will not jeopardize the health of other employees.

BEREAVEMENT LEAVE: Each employee shall be entitled to three days leave with pay on the occasion of a death of a member of the employee's family, and said three day leave shall not be charged against the employee's sick leave or vacation. For the purpose of this section, a family member shall include parents, parents-in-law, spouse, children, grandparents, brothers and sisters.

INJURY IN THE LINE OF DUTY:

A. In the event an employee is injured in the course of performing his duties as an employee of the Town, his absence will not be deducted from his sick time benefits.

B. During such absence the Town will pay said employee the difference between the benefits he has received from Workers Compensation payments or other similar disability benefits, at the wage rate as per contract. After 50 working days, the Town shall have the right, at its expense, to require the employee to submit to examinations from time to time by a physician of its choice to verify the inability of said employee to perform his normal duties.

ACCIDENT REPORTS:

All employees injured during the course of performance of his duties shall complete an accident report, and submit it to his immediate supervisor at the earliest time he is able to do so.

SECTION 10

MEDICAL INSURANCE: Full Blue Cross and Blue Shield coverage including Rider "J" to be provided at the Town's expense for employees and all members of the employee's immediate family and Major Medical, all as provided in accordance with coverage under the State of New Jersey Employees' Policy.

Upon retirement, after 25 years of service, an employee will be carried on the rolls under the New Jersey State Plan with the effective date of May 1, 1973, for the employee, his spouse and his family provided the employee is not eligible to receive such benefits from any other source.

After the age of sixty-five (65) years has been attained, the employee and his spouse will be required to sign up for Parts A and B of the Medicare Program paid for by the Town.

SECTION II

DEATH BENEFITS: The Estate of each employee shall be paid a death benefit of three times the annual salary earned by a deceased employee at the time of his death in accordance with the terms of an insurance policy which has been issued to the Town.

SECTION 12

CLOTHING ALLOWANCES: Each employee shall be entitled to a maximum of \$300.00 per year to purchase proper clothing to be used while working for the Town. The clothing or work shoes purchased shall be with the Town's specifications as to said clothing. Said allowance shall be paid upon the presentation of a receipt, voucher or other document proving the purchase of same.

No new uniforms shall be required of all of the employees in which the style and/or color are changed except at the beginning of each year. However, if any such changes are anticipated, the employees shall be notified at least three months prior to the new Contract year so that the employees do not purchase clothing which cannot be used on the job. The Town agrees to request ideas both as to style and color from the employees prior to making any such change.

SECTION 13

EDUCATION BENEFIT: The Town will reimburse the employees for the cost of books and tuition expenses for any job-related courses of study upon successful completion by the employee of said course.

SECTION 14

STEP GUIDE: The Step Guide contained in Schedule One attached hereto and made a part hereof, shall be in effect for the duration of this Contract. If an employee is promoted to a higher classification, he will be placed at the same step in the higher classification upon certification by the Civil Service Commission.

SECTION 15

VACATIONS: Vacations shall be scheduled by the Department Superintendents and shall be available as follows:

- (1) 12 working days after 1 year employment
- (2) 15 working days after 7 years employment
- (3) 20 working days after 12 years employment
- (4) 25 working days after 17 years employment

Vacation days may be taken on days preceding or following holidays or long weekends with prior approval of respective Superintendent.

Vacations in excess of two consecutive weeks shall not be granted without the prior approval of the Superintendent and their respective committee.

Vacations shall be granted to employees at times requested subject only to true emergency work and conflicts between employees' requests. No vacation may be cancelled once approved, except for the existence of a true emergency, without the consent of the employee. Such cancellation can only take place upon the action of the particular municipal committee responsible for the department in which the employee works. Vacation days may be carried for not more than two (2) years unless vacations had been cancelled by the Town due to emergencies, in which the employee shall be paid for the unused vacation time.

SECTION 16

HOLIDAYS: Employees shall be entitled to the following 13 paid holidays per year:

| | |
|-------------------------|----------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. | Columbus Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Employees called into work on a holiday will receive regular pay, plus time and a half for hours worked.

Request for an exchange of holidays shall be submitted through the Superintendent to the Mayor and Board of Aldermen at least one month in advance. The Mayor and Board of Aldermen have the right to reject such request.

SECTION 17

GRIEVANCE PROCEDURES:

A. Definition - A "grievance" within the meaning of this procedure shall be defined as any difference or dispute between the Town and an employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement.

B. To provide for the expeditious and mutually satisfactory settlement of grievances which may arise with respect to the interpretation or application of this Agreement the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his Superintendent or Supervisor or his designated representative either directly or through the Association for the purpose of resolving the matter informally.

Step 2. In the event the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within three working days after presentation of the grievance, a written grievance may be filed with the appropriate Committee of the Street or Water and Sewer Committee, which shall meet with the employee and/or the Association officers or designated representative within five working days of the filing of the written grievance. A decision thereon shall be rendered in writing within five working days after the meeting.

Step 3. If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within five working days after

the holding of such meeting, the matter may be referred by the Association or individual to the Mayor and Board of Aldermen of the Town of Boonton who after filing the said grievance in writing with the Clerk of the Town shall be given a hearing before the Mayor and Board of Aldermen within ten working days after the date of such filing.

Step 4. If the aggrieved employee and/or the Association is not satisfied with the disposition of the grievance in Step 3, or if no decision has been rendered within eight working days after the holding of such meeting, the matter may be referred by the Association to remedies provided by the Civil Service Act.

Referral to Civil Service shall be made within fifteen days of the receipt of the written decision or from the date said decision would be due.

If the appeal to Civil Service is not taken within the aforesaid time period, the decision rendered in Step 3 will be deemed final and binding.

C. The time limits specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties.

D. No meeting where under any steps of the procedure shall be public unless the parties mutually agree to do so, in writing.

E. Any employee may be represented by himself or a representative selected and approved by the Association.

F. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to

observe all assignments and applicable rules and regulations.

G. In matters of discipline or discharge, the parties may mutually agree to waive the first step of the grievance procedure and proceed immediately to Step 2 or 3.

H. No charge shall be made against an employee unless it first be reduced to writing and served upon the employee so charged setting forth the exact nature and facts surrounding the charges, and no releases are to be made to the newspapers or news media concering these charges until the employee has had a hearing on them and been found guilty at the disciplinary hearing or as otherwise provided by law.

I. Any employee who has been charged with any violation of any of his duties owed to the municipality shall first be charged, tried and convicted and all appeal times on his grievance procedures shall run before any fine or suspension may be actually imposed upon the individual employee.

SECTION 18

FIRE EMERGENCIES: All firemen who are members of the Association shall have the right to respond to any fire call or emergency call in which the Fire Department is involved. Each such person shall stay at the scene of the emergency until the Chief of the Fire Department or the Ranking Officer present shall determine that their services are no longer needed, and such members shall then return directly to the job site at which they were working or to the supervisor or foreman for reassignment.

TIME CLOCK: All employees shall record their attendance at work by punching a time clock at the time of arrival at and departure from work. No employee shall punch the time card of another employee under any circumstance.

ADDED BENEFITS: If the Town provides new or improved insurance, vacation, longevity to other Town employees, the employees of the Street and Water Departments shall receive such benefits without the need for further negotiation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their corporate seals the day and year first above written.

ATTEST:

MAYOR AND BOARD OF ALDERMEN
OF THE TOWN OF BOONTON

By: Thomas E. Hopkins
Thomas E. Hopkins, Clerk

By: Emidio Cacciabeve
Emidio Cacciabeve, Mayor

ATTEST:

TOWN OF BOONTON ASSOCIATION
OF WATER AND STREET EMPLOYEES

By: Michael D'Antonakos

By: Robert J. McGarry
Pres.

STEP GUIDE

| | <u>Entry</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> |
|--|--------------|---------------|---------------|---------------|---------------|
| Foreman | 8.60 | 9.15 | 9.70 | 10.25 | 10.80 |
| Heavy Equipment Operator & Filter Plant Operator | 8.00 | 8.60 | 9.10 | 9.65 | 10.20 |
| Equipment Operator & Sr. Water Repairman | 7.65 | 8.20 | 8.75 | 9.30 | 9.85 |
| Water & Sewer Repairman | 7.07 | 7.65 | 8.20 | 8.75 | 9.30 |
| Truck Driver & Road Repairman | 7.00 | 7.55 | 8.05 | 8.60 | 9.15 |
| Laborer & Meter Reader | 6.90 | 7.45 | 8.00 | 8.55 | 9.10 |

SALARY SCHEDULE FOR EMPLOYEES (EXCLUDING LONGEVITY)

| <u>MEMBER</u> | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|---------------|-------------|-------------|-------------|
| R. Emerick | 8.05 | 8.60 | 9.15 |
| E. Jurkovich | 9.15 | 9.70 | 10.25 |
| J. Mahoney | 8.60 | 9.10 | 9.65 |
| R. McKay | 8.20 | 8.75 | 9.30 |
| D. Osborne | 6.90 | 7.45 | 8.00 |
| E. Reynolds | 6.90 | 7.45 | 8.00 |
| D. Westura | 8.05 | 8.60 | 9.15 |
| E. Babbitt | 8.20 | 8.75 | 9.30 |
| M. Petonak | 7.07 | 7.65 | 8.20 |
| E. Stevens | 7.07 | 7.65 | 8.20 |
| J. Valletta | 9.15 | 9.70 | 10.25 |

All new employees will become eligible for entry level salary after completion of one year of service.